

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant DMS, Inc. 201 North Union Street, Suite 360, Alexandria, Virginia 22314		2. Registration No. 5077
3. Name of foreign principal Embassy of The Republic of Costa Rica	4. Principal address of foreign principal 2114 S Street, NW Washington, DC 20008	

5. Indicate whether your foreign principal is one of the following type:

☒ Foreign government

☐ Foreign political party

☐ Foreign or ☐ domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify) _____

☐ Individual—State his nationality _____

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant.
Embassy of The Republic of Costa Rica
- b) Name and title of official with whom registrant deals.

The Honorable Sonia Picado S, Costa Rican Ambassador to The United States

7. If the foreign principal is a foreign political party, state:

- N/A
- a) Principal address
- b) Name and title of official with whom registrant deals.
- c) Principal aim

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8. If the foreign principal is not a foreign government or a foreign political party,

N/A

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☒ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

Foreign principal is the Government of Costa Rica.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A
11-16-95

Name and Title
Matthew C. Freedman, Partner

Signature


Exhibit B
To Registration Statement
Under the Foreign Agents Registration Act of 1938, as amended

OMB No. 105-0007
Approval Expires Nov. 30, 1993

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
DMS, Inc.	Embassy of The Republic of Costa Rica

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Refer to contract.

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Refer to contract.

Registrant will undertake development and implementation of strategies to further the positive image of Costa Rica, particularly related to resolving the banana dispute, and other issues that may come up.


6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?¹
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Refer to contract.

Activities may include highlighting the position of Costa Rica in the Congress, particularly with key House and Senate Committees, the Executive Branch, members of the media, and the business community.

Future activities may include legislative remedies or Executive Branch actions to resolve the banana trade dispute.

Date of Exhibit B	Name and Title	Signature
11/16/95	Matthew C. Freedman Partner	

¹Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT

By this Agreement entered into on the 5th day of November, 1995 between DMS, Inc. (hereinafter DMS), and The Embassy of The Republic of Costa Rica, (hereinafter the Client), the Parties agree as follows:

1. **Scope of Employment.** DMS will provide professional services to the Client that will be a general nature. Such professional services shall include, but not be limited to the development and the implementation of various strategic plans relative to the Client's objectives.

2. **Term.** This agreement will continue in force for ninety days beginning November 5, 1995.

3. **Fees.** In return for the performance of the services outlined herein, the Client agrees to compensate DMS in the amount of (US) \$60,000 to be paid at execution of the contract.

In addition to such fees, the Client will reimburse DMS for all extraordinary but necessary expenses, including such expenses as travel, telephone, and extensive copying. It is understood that these costs will be approved in advance by the Client.

Further, the Client understands and agrees that if this Agreement should be terminated for any reason, payment of all expenses and fees earned to date shall be immediately due.

4. **Miscellaneous Provisions.**

A. **Client's Responsibility.** Client is responsible for the accuracy, completeness and propriety of the information that it provides to DMS concerning Client's products, services, organization and industry. Client is responsible for reviewing all publicity representation, direct or implied, are supportable by objective data then possessed by Client, and to confirm the accuracy and legality of the descriptions and depiction's of the products and services of the Client and its competitors. Client will indemnify and hold DMS harmless for all losses, damages, liabilities, claims, demands, lawsuits and expenses, including reasonable attorney's fees, that DMS may incur or be liable for out of or in connection with any of the following:

- Any publicity or other materials prepared or placed by DMS for the Client, or other services performed by DMS for Client;
- Allegations that Client's activities induce, promote or encourage the violation of our infringement upon the rights of any third party.

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Client's obligations under this section include payment by Client to DMS for all time charges and expenses (including reasonable attorney's fees) incurred by DMS in connection with any subpoena, discover demand or other directive having the force of law or governmental inquiry to which Client does not object served upon DMS, its business or its industry that arises out of any litigation, proceedings or investigations involving Client.

The terms and conditions of this section shall survive termination of this Agreement.

B. Use of information by Third Parties. DMS has no control over information once it has been issued to the media or another third party. DMS cannot assure the use of any material by any medium, print, or electronic, nor the accuracy of what any third party publishes.

C. Notice. All notices provided for herein shall be sent by certified mail, postage prepaid, and addressed as follows:

To DMS Mr. Matthew C. Freedman
 DMS, Inc.
 201 N. Union Street, Suite 360
 Alexandria, VA 22314

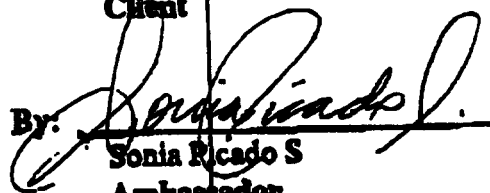
To Client: Ambassador Sonia Picado S
 Embassy of The Republic of Costa Rica
 2114 S Street, N.W.
 Washington, D.C.

D. Governing Law. This agreement shall be governed by the laws of the Commonwealth of Virginia both as to interpretation and performance. **IN WITNESS WHEREOF**, the Parties hereto, by their respective and duly authorized officers, have hereunto set their names as of the date first above written:

DMS

By: 
Matthew C. Freedman

Client

By: 
Sonia Picado S
Ambassador